

DATED 23rd March 2023

928/687712.07001

- (1) THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM
- (2) SCMG ENTERPRISES LIMITED
- (3) CITY OF YORK COUNCIL
- (4) NETWORK RAIL INFRASTRUCTURE LIMITED

DEED OF VARIATION & CONFIRMATION
RELATING TO
PERMISSIVE PATH
&
WALKWAYS AGREEMENT

RELATING TO THE NATIONAL RAILWAY MUSEUM, LEEMAN ROAD, YORK

THIS DEED is made the day of

23rd March
2023

BETWEEN:-

- (1) **THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM** of Exhibition Road, South Kensington, London SW7 2DD ("the **First Owner**");
- (2) **SCMG ENTERPRISES LIMITED** (Company registration number 02196149) of Exhibition Road, South Kensington, London SW7 2DD ("the **Second Owner**");
- (3) **THE COUNCIL OF THE CITY OF YORK** of West Offices, Station Rise, York YO1 6GA ("the **Council**"); and
- (4) **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company registration number 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN ("**Network Rail**").

WHEREAS:-

- (A) The First Owner and the Second Owner and the Council are parties to an agreement made under (inter alia) Section 35 of the 1980 Act dated 27 April 2021 relating to the Site (the "**Walkway Agreement**") which was amended by a Deed of Variation dated 11 May 2021.
- (B) The land known as the National Railway Museum, Leeman Road, York is within the area for the proposed development known as York Central, which has been granted outline planning permission under reference 18/01884/OUTM.
- (C) The Outline Permission grants permission for, amongst other development, expansion of the NRM. The First Owner has obtained RMA with reference number 21/02793/REMM from the local planning authority to create a new Central Hall to link the two main parts of the NRM.
- (D) The Walkway Agreement need to be varied to reflect changes to the Route approved as part of the RMA. This Deed effects the appropriate variations as set out in Clause 3 and Appendix 1.
- (E) Central Hall will be positioned on what is currently a section of Leeman Road. The Secretary of State has made the Order under section 247 of the 1990 Act which would stop up of a length of Leeman Road within and adjacent to the Site to enable the Development to be carried out.
- (F) The First Owner is the registered proprietor of land within the Site to the north of Leeman Road registered with title number NYK193906. The Second Owner is the registered proprietor of land within the Site to the south of Leeman Road registered with title number NYK210385.
- (G) Network Rail is the proprietor of the freehold land shown edged blue on the plan at Appendix 2, title to which is unregistered. That land (a) lies under a part of Leeman Road which will be stopped up when the Order is implemented and (b) will form part of the land upon which Central Hall is built. Network Rail has agreed in principle to transfer that land to one or other or both of the First Owner and the Second Owner before construction of Central Hall begins.
- (H) The Council is the highway authority for the purposes of the 1980 Act for the area in which the Site is located and is a principal council for the purposes of section 33 of the 1982 Act.
- (I) Network Rail is party to this Deed to give its consent to part of the land shown edged blue on the Route Plan being bound by and subject to the terms of the Walkway Agreement (as varied by this Deed) and to ensure that the provisions of the Walkway Agreement (as varied by this Deed) are binding on Network Rail as provided in Clause 4.
- (J) This Deed is supplemental to the Walkway Agreement and varies the Walkway Agreement only to the extent set out in this Deed.

IT IS AGREED as follows:-

1. **DEFINITIONS**

1.1 In this Deed expressions shall have meanings given in the Walkway Agreement unless expressly stated otherwise.

1.2 In this Deed the following expressions shall have the following meaning:-

“Blue Land”	means the land shown edged blue on the plan in Appendix 2 of this Deed
“Deed of Variation”	means a deed of variation dated 11 May 2021 between (1) the First Owner (2) the Second Owner (3) the Council amending the Walkway Agreement
“Owners”	means the First Owner, the Second Owner and Network Rail
“Transfer”	means the proposed transfer of the unregistered freehold interest in the Blue Land from Network Rail to the First Owner or the Second Owner (as the case may be)
“Walkway Agreement”	means an agreement dated 27 April 2021 between (1) the First Owner (2) the Second Owner (3) the Council made under (inter alia) section 35 of the 1980 Act (as amended by the Deed of Variation)

1.3 Where the context so requires:-

- 1.3.1 references to any party or body in this Deed shall include the successors in title and assigns of that party (including the personal representatives of a deceased individual) and in the case of the Council shall include the successors to its respective statutory functions;
- 1.3.2 unless the context otherwise requires, any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it;
- 1.3.3 the headings and contents list in this Deed are for reference only and shall not affect construction of this Deed;
- 1.3.4 references to clauses and schedules and appendices are to the clauses, schedules and appendices of this Deed, unless stated otherwise;
- 1.3.5 a reference to a person includes a reference to persons acting jointly or in partnership, a firm, company, authority, board, department or other body and vice versa (whether or not having separate legal personality);
- 1.3.6 where there is more than one person named as a party of where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is express provision otherwise; and
- 1.3.7 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed shall be unaffected.

2. LEGAL EFFECT

2.1 This Deed is made pursuant to section 35 of the 1980 Act, section 33 of the 1982 Act and all other enabling powers.

3. VARIATION

3.1 The Owners and the Council agree that from the date of this Deed the Walkway Agreement shall be varied as set out in Appendix 1 to this Deed.

3.2 The Walkway Agreement shall otherwise remain in full force and effect subject to the variations contained in Appendix 1 to this Deed and this Deed is supplemental to the Walkway Agreement.

4. CONFIRMATION

4.1 Network Rail hereby confirms covenants agrees and undertakes to observe perform and comply with the obligations covenants agreements and other provisions on the part of the Owners contained in the Walkway Agreement (as varied by this Deed) and Network Rail agrees that the part of the Route Corridor within the land shown edged blue on the plan at Appendix 2 shall be deemed to be subject to and bound by the terms of the Walkway Agreement (as varied by this Deed) and the provisions of the Walkway Agreement (as varied by this Deed) shall be deemed to be repeated and confirmed in this Deed as if the same were set out in full herein provided that Network Rail shall not have any liability

4.1.1 prior to the Opening Date; or

4.1.2 under the following clauses of the Walkway Agreement (as varied by this Deed): 3.2-3.7 inclusive and 11.

4.2 The Owners hereby covenant to observe and perform the covenants, restrictions and obligations contained in the Walkway Agreement as varied by this Deed.

4.3 The First Owner and the Second Owner hereby covenant with the Council that:

4.3.1 from the date of the Transfer whichever of the First Owner or the Second Owner is the transferee under the Transfer will perform the covenants of Network Rail detailed within Clauses 4.1 and 4.2 of this Deed; and

4.4 The provisions of this Deed shall have immediate effect upon the completion of this Deed.

5. THIRD PARTY RIGHTS

5.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

6. LOCAL LAND CHARGE

6.1 This Deed shall be registered as a local land charge alongside the Walkway Agreement.

7. COUNCIL'S COSTS

7.1 The First Owner and the Second Owner shall pay to the Council the Council's reasonable legal costs incurred in connection with the preparation, negotiation, completion and registration of this Deed.

8. GOVERNING LAW

8.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS of this document has been executed as a deed and takes effect on the date stated at the beginning of it.

The common seal of THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM was here affixed in the presence of

) [Redacted]
) [Redacted]
) [Redacted]

Director's signature:

Director's name:

[Redacted] SIR IAN BLATCHFORD



Executed as a Deed (but not delivered until the date of this Deed) by SCMG ENTERPRISES LIMITED acting by a director in the presence of:

[Redacted]
[Redacted]

Director's signature

Director's name:

[Redacted] SIR IAN BLATCHFORD

Witness signature:

[Redacted]

Witness name:

[Redacted]

Witness address:

[Redacted]

EXECUTED AS A DEED by
NETWORK RAIL INFRASTRUCTURE LIMITED
acting by its attorney



VERONICA WARREN

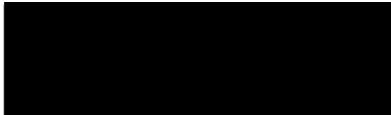
Assistant Company Secretary

Acting as attorney for NETWORK
RAIL INFRASTRUCTURE LIMITED

Seal No 46601

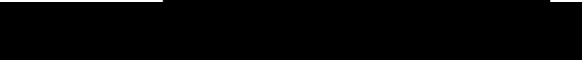
AG.

in exercise of a power of attorney dated
~~31 January 2022~~ in the presence of:
6 March 2023

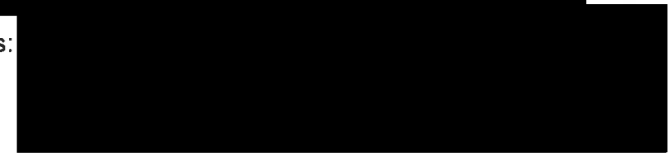


Signature of Witness:

Name:



Address:



I confirm that I was physically present when VERONICA WARREN signed this deed



THE COMMON SEAL of
THE COUNCIL OF THE CITY OF YORK
was hereunto affixed the day and year
first before written in the presence of



14891



Authorised signatory

PAIN NOMME GERARD ALLEN

APPENDIX 1
THE VARIATIONS

1. RECITALS

1.1 The following recitals shall be added to the Walkway Agreement:

“(H) Network Rail is the proprietor of the Blue Land, title to which is unregistered. That land (a) lies under a part of Leeman Road which will be stopped up when the Order is implemented and (b) will form part of the land upon which Central Hall is built. Network Rail has agreed in principle to transfer the Blue Land to one or other or both of the Owners before construction of Central Hall begins.

“(I) Network Rail has entered into a separate deed to bind that part of the Blue Land forming part of the Route Corridor on terms substantially equivalent to those in this Agreement which will also bind the Owners (or either of them) as successors in title.”

2. DEFINITIONS

2.1 In clause 1.1 of the Walkways Agreements:

2.1.1 The definition of “**Application**” shall be deleted.

2.1.2 The following definitions shall be added in alphabetical order:

“**Blue Land**” means the land shown edged blue on the Route Plan

“**Network Rail**” means **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company registration number 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN

2.2

2.2.1 The definition of “**Order**” shall be deleted and replaced with the following:

“**Order**” means an Order made under section 247 of the 1990 Act entitled The Stopping Up of Highway (Yorkshire and the Humber) (No. 32) Order 2021

2.2.2 The definition of “**Owners**” shall be deleted and replaced with the following:

“**Owners**” means the First Owner, the Second Owner and Network Rail

2.2.3 The definition of “**Route Corridor**” shall be deleted and replaced with the following:

“**Route Corridor**” means the areas shown indicatively coloured pink and yellow on the Route Plan (and which will also pursuant to clauses 3.3 to 3.6 be identified on the Walkway Plan) within which the Route can be temporarily realigned only in accordance with the provisions of Clause 5

2.2.4 The definition of "**Route Plan**" shall be deleted and replaced with the following:

"Route Plan" means the plan at Appendix 1

2.2.5 The definition of "**Site**" shall be deleted and replaced with the following:

"Site" means the land known as the National Railway Museum, Leeman Road, York shown edged blue, orange and red on the Route Plan

3. OTHER PROVISIONS

3.1 In clause 2 of the Walkway Agreement, the following shall be added:

"2.13 The Council acknowledges that Network Rail has entered into a separate deed to bind the relevant part of the Blue Land on terms substantially equivalent to those in this Agreement

3.2 In clause 3.3.4 of the Walkway Agreement the words "gateways and past necessary street furniture" shall be inserted after the word "doorways".

3.3 In clause 4.3.1 of the Walkway Agreement the word "dogs" shall be deleted and replaced with the word "animals".

3.4 In clause 4.4 of the Walkway Agreement the words "free of charge" shall be inserted after the word "public".

3.5 In clause 6.1 of the Walkway Agreement the words "from the Opening Date and until such time as the right of the public to use the Route ceases in accordance with the provisions of 2.11 and 2.12" shall be inserted after the word "expense".

3.6 In clause 7.1 of the Walkway Agreement the words "from the Opening Date and until such time as the right of the public to use the Route ceases in accordance with the provisions of 2.11 and 2.12" shall be inserted after the words "The Owners will".

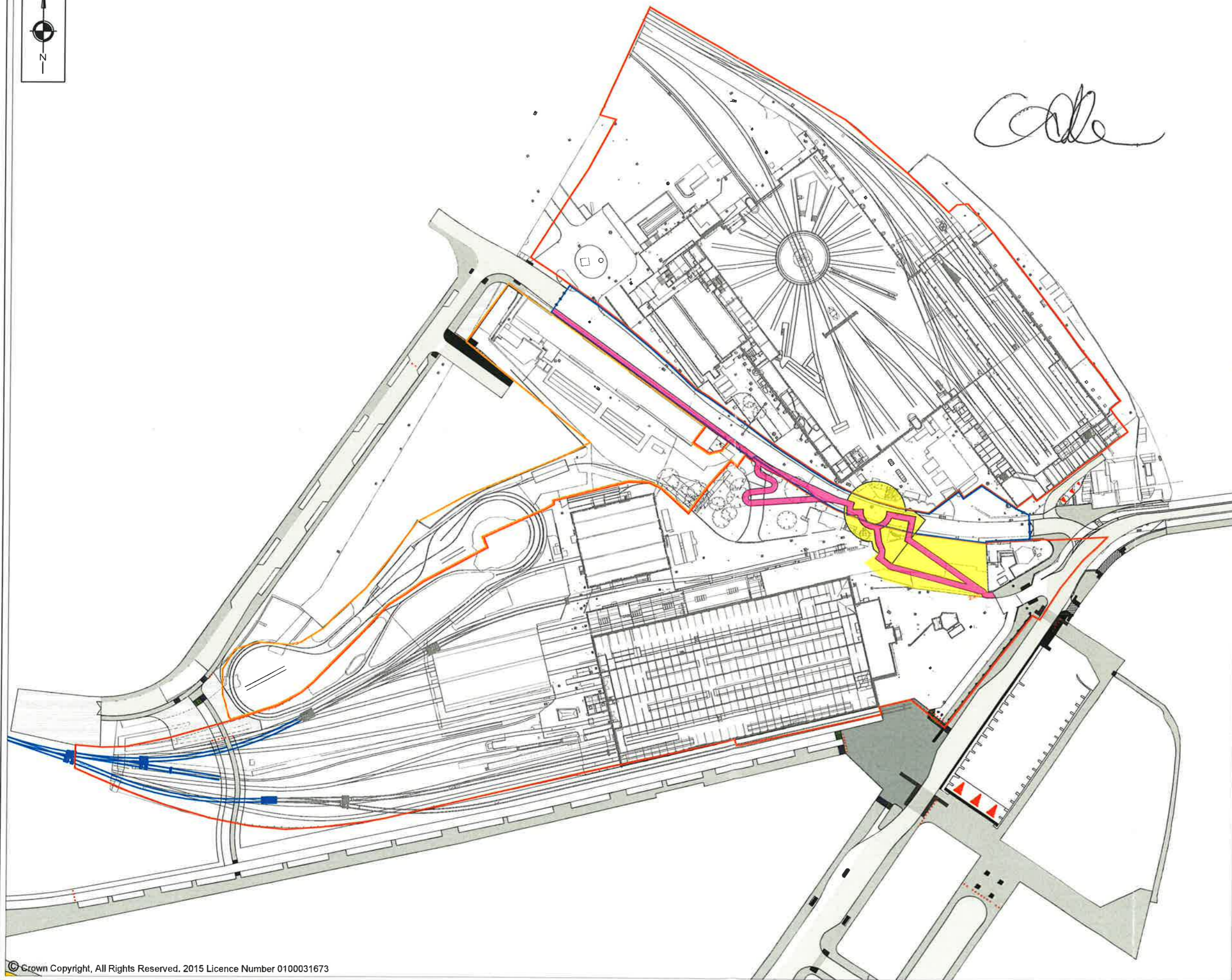
4. APPENDICES

4.1 In Appendix 1 the title shall be changed from "Site" to "Route Plan".

4.2 The plan in Appendix 1 of the Walkway Agreement shall be superseded by and replaced with the plan in Appendix 2 of this Deed.

4.3 Appendix 2 of the Walkway Agreement shall be deleted.

APPENDIX 2
REVISED ROUTE PLAN



NOTES

- 2.4m WALKWAY ROUTE
- APPROVED AREA OF WALKWAY DEVIATION
- THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM OWNERSHIP BOUNDARY
- SCMG ENTERPRISES LIMITED OWNERSHIP BOUNDARY
- NETWORK RAIL INFRASTRUCTURE LIMITED OWNERSHIP BOUNDARY

Handwritten signature and initials

REVISIONS

REV	DESCRIPTION	DATE	BY
A	AMENDS FOLLOWING PINSENT MASON'S COMMENTS	02.03.22	CGQ
B	SCALE AMENDED TO INCLUDE FULL LAND BOUNDARIES	23.05.22	CGQ
C	2.4m WALKWAY ROUTE BOUNDARY AMENDED	16.01.23	CGQ



Transportation Planning : Infrastructure Design
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 www.scptransport.co.uk Email info@scptransport.co.uk

Client Name:
NATIONAL RAILWAY MUSEUM

Project Title:
VISION 2021 CENTRAL HALL, YORK

Drawing Title:
WALKWAY AGREEMENT WITH OWNERSHIP BOUNDARIES

Drawn By: LC Date: 25.02.2022

Checked: DY Scale: 1:1500 @ A3

Status: PLANNING Approved/Unapproved: -

Drawing No. **SCP/210061/SK07** Rev. **C**